UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ALLIANZ GLOBAL RISKS U.S. INSURANCE COMPANY, as subrogee of Buffets Holdings, Inc.,	)	
Plaintiff,	)	No. 07 C 7149
vs.	)	Judge Samuel Der-Yeghiayan
NOVAK CONSTRUCTION COMPANY, an Illinois corporation,	)	
Defendant, Third Party Plaintiff,	)	
vs.	)	
RESTAURANT SPECIALTIES, INC., KIEFFER & CO., INC. and AERO ELECTRIC & COMMUNICATIONS,	)	
Third Party Defendants.	)	

ANSWER TO THIRD PARTY COMPLAINT

NOW COMES Third Party Defendant, RESTAURANT SPECIALTIES, INC. ("RSI"), through its attorneys, WIEDNER & McAULIFFE, LTD., and for its Answer to the Third Party Complaint of NOVAK CONSTRUCTION COMPANY, ("Novak") states the following:

JURISDICTION AND VENUE

1. RSI has insufficient knowledge to respond to the allegations of paragraph 1 and therefore neither admits nor denies them.

2. RSI has insufficient knowledge to respond to the allegations of paragraph 2 and therefore neither admits nor denies them.

3. RSI has insufficient knowledge to respond to the allegations of paragraph 3 and therefore neither admits nor denies them.

4. RSI has insufficient knowledge to respond to the allegations of paragraph 4 and therefore neither admits nor denies them.

5. RSI admits the allegations of paragraph 5.

ALLEGATIONS COMMON TO ALL COUNTS

6. RSI admits that Plaintiff has filed its Complaint on December 20, 2007 and states that the Complaint speaks for itself.

7. RSI admits that Plaintiff has filed its Complaint on December 20, 2007 and states that the Complaint speaks for itself.

8. RSI admits that Novak has filed its Answer and states that the Answer speaks for itself.

9. RSI admits the allegations of paragraph 9.

10. RSI has insufficient knowledge to respond to the allegations of paragraph 10 and therefore neither admits nor denies them.

11. RSI has insufficient knowledge to respond to the allegations of paragraph 11 and therefore neither admits nor denies them.

12. RSI admits that before May 12, 2006 it entered into a contract with OCB Restaurant Company, LLC. to act as Contractor for certain work construction work at the subject restaurant and denies the remaining allegations of paragraph 12.

13. RSI admits the allegations of paragraph 13.

14. RSI has insufficient knowledge to respond to the allegations of paragraph 14 and therefore neither admits nor denies them.

COUNT I – KIEFFER & CO., INC.

As the allegations of Count I are not made against RSI no response is made to Count I.

COUNT II – RESTAURANT SPECIALTIES, INC.

35-48. RSI restates and adopts its responses to paragraphs 1-14 as its response to paragraphs 35-48 of Count II.

49. RSI denies the allegations of paragraph 49.

50. RSI admits all duties imposed at law and denies that the allegations of paragraph 50 accurately states any such duty.

51. RSI denies the allegations of paragraph 51 and each of its subparts.

52. RSI denies the allegations of paragraph 52.

53. RSI denies the allegations of paragraph 53.

54. RSI denies the allegations of paragraph 54.

Wherefore, Third Party Defendant RESTAURANT SPECIALTIES, INC., prays for judgment in its favor and against Third Party Plaintiff NOVAK CONSTRUCTION COMPANY and that costs be awarded.

COUNT III

As the allegations of Count III are not made against RSI no response is made to Count III.

Respectfully submitted,
WIEDNER & McAULIFFE, LTD.,

s/Timothy D. McMahon .

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AFFIDAVIT

NOW COMES Third Party Defendant, Restaurant Specialties, Inc., by and through its attorneys, WIEDNER & McAULIFFE, LTD., and states that it is without sufficient knowledge to either admit or deny the allegations contained in paragraphs, 1-5, 10-11, 14 of Third Party Plaintiff's Complaint.

s/Timothy D. McMahon .
Attorney for Third Party Defendant